

REMARKS

Claims 1-5, 7-13, 15-29, 31-32, 34-42 and 44-48 are currently pending. In the Office Action, claims 1-5, 7-13, 15-29, 31-32, 34-42 and 44-48 were rejected under 35 U.S.C. §103(a) as being unpatentable over Stimson et al. (US 5,577,109, “Stimson”) in view of Risafi et al. (US 6,473,500, “Risafi”).

Applicant respectfully traverses the §103(a) rejection of claims 1-5, 7-13, 15-29, 31-32, 34-42 and 44-4 as being unpatentable over Stimson in view of Risafi.

Stimson in view of Risafi does not show “detecting a request by the user via the electronic communications network for one of a plurality of valid charge numbers” and “providing, via the electronic communications network, the associated valid charge number in response to the request” as recited in claim 1. In Stimson (including col. 6, lines 20-44 and col. 7, lines 26-45) a serial number is provided on a card “or not”. Although Stimson discusses an alternative embodiment in which “the security number may be the user's account number, a personal identification number (PIN) or some other information generally known only to the user whether encoded on the card 50 or not” (col. 6, lines 30-34), such numbers are not requested by the user *via the electronic communications network* and provided *via the electronic communications network* in response to the request as recited in claim 1, but instead comprises information generally known only to the user rather than being provided to the user in response to a request. Claim 1 recites a method not limited to the use of physical cards in which the valid charge number is provided electronically rather than being encoded on a physical card. Although Stimson suggests that the security number might not be encoded on a card, Stimson does not show or suggest receiving a valid charge number in response to a

request conducted via an electronic communications network. As further recited in claim 1, the numbers are received from an issuing bank and stored in a memory device of the issuing and transaction system, which detects the request and provides a number in response via the electronic communications network.

Risafi also discloses a card-based system in which the card number 306 is printed on the card 100 (see, e.g., Risafi FIGs 3a-3c and corresponding description beginning col. 11, line 1). There is no suggestion within either reference for providing valid charge numbers via an electronic communications network in response to a request. And since the numbers are generally already encoded or printed on a card, there is no motivation or need for doing so.

Applicant respectfully submits, therefore, that claim 1 is allowable over Stimson in view of Risafi. Claims 2-5, 7-13, 15-25 are allowable as depending upon an allowable base claim. Applicant requests withdrawal of this rejection.

Claim 26 is allowable for similar reasons. Stimson in view of Risafi does not show a charge number issuing and transaction system for issuing and authorizing valid charge numbers via an electronic communications network including a storage device which stores a plurality of valid charge numbers issued by an issuing bank and “an issuing and transaction system, coupled to the storage device and the network system, that detects a request by a user for a charge number via the electronic communications network and that issues a selected one of the plurality of valid charge numbers via the electronic communications network in response to the request” as recited in claim 26.

Applicant respectfully submits, therefore, that claim 26 is allowable over Stimson in view of Risafi. Claims 27-29, 31-32, 34-41 are allowable as depending upon an allowable base claim. Applicant requests withdrawal of this rejection.

Claim 42 is allowable for similar reasons. Stimson in view of Risafi does not show a charge number issuing and transaction system for issuing valid charge numbers via an electronic communications network including an issuing and transaction system comprising a storage device that stores a plurality of valid charge numbers issued by an issuing bank, a communication system, and “a transaction system, coupled to the storage device and the communication system, that detects requests for charge numbers via the electronic communications network” and “that provides a selected one of the plurality of valid charge numbers via the electronic communications network in response to the request” as recited in claim 42.

Applicant respectfully submits, therefore, that claim 42 is allowable over Stimson in view of Risafi. Claims 44-48 are allowable as depending upon an allowable base claim. Applicant requests withdrawal of this rejection.

Further with respect to claims 3 and 28, Risafi (col. 7, line 56 - col. 8, line 4) discusses a PIN number which is not written on a card but instead chosen by the user. The PIN is not a valid charge number provided by an issuing bank and is not provided by the user via a telephonic communications system in response to a request.

Further with respect to claims 4 and 29, Risafi (col. 10, lines 32-67) discusses activation of a card 100 which already has a number printed on it. During activation, the number is provided from an agent 104 to the processing center 110 rather than being provided in response to detecting a request.

Further with respect to claims 5 and 32, Risafi (col. 10, line 32 - col. 11, line 17) discusses activation of a card 100 which already has a number printed on it and configuration of the card itself (with the number). During activation, the number is provided from an agent 104 to the processing center 110 rather than being provided to an online merchant via a computer communications network in response to a request. Further with respect to claim 32, Risafi does not disclose verifying “that a charge number received via the charge settlement network is a selected valid charge number” which had been “provided via the electronic communications network.”

Further with respect to claims 7 and 8, Stimson (col. 6 lines 45-65 and col. 7, lines 2-25) does not discuss expiring one or more valid charge numbers at all much less after being used to consummate a purchase transaction. Risafi (Fig. 3a, col. 11, line 16) shows an expiration date 308 on a card which is common. But Stimson in view of Risafi does not show expiring the one or more charge numbers after being used to consummate corresponding purchase transactions.

Further with respect to claims 23 and 24, it is not obvious to establish an email *account* that includes communication between the online merchant and the user via the computer communications network. In normal business operations an email *address* might be exchanged between any two parties, such as between the user and the online merchant or between the user and the issuing and transaction system for subsequent contact and relations. But emails are not used to inform that a transaction is approved or not approved. Instead, it is conventional to either approve a transaction or deny the transaction with a code or the like possibly indicating the reason for the denial during the point of sale. But this is not the same as establishing an email account. As was originally

claimed, the issuing system (or issuing and transaction system) establishes the email account to enable subsequent communications (for whatever purpose) between the user and the merchant. As described on page 7, lines 8-21, in one exemplary embodiment the issuing system establishes an email account and assigns an email address to the user to maintain anonymity of the user relative to the merchant. Thus, the merchant may contact the user only via the issuing system cash account. The user may reply back to the merchant using the merchant's email address. The user remains anonymous and confidential user information is not provided to the merchant. Of course, the user may directly contact the merchant to resolve any issues if desired.

Further with respect to claim 35, Stimson in view of Risafi does not show the issuing and transaction system generating a valid expiration date to correspond with the selected valid charge number and providing the corresponding valid expiration date with the selected valid charge number *via the electronic communications network*. The cited portions of Risafi (col. 4, line 61 - col. 5, line 10; col. 12, lines 12-51; col. 12, line 52 - col. 13, line 9) does not appear to even mention an expiration date. There is a reference to an "effective date", but this is a date that a program sponsor can set from which the card may be used (col. 12, line 35), which is a starting date rather than an expiration date. Risafi does show a card 100 with an expiration date 308 and does discuss (FIG. 8b, col. 15, lines 49-67) a batch or automatic closing of a group of accounts performed prior to an expiration date. But such batch processing has nothing to do with generating and providing the charge number along with the expiration date via the electronic communications network in response to a request by the user.

Further with respect to claim 36, Stimson in view of Risafi does not show expiring a selected valid charge number after authorizing a purchase transaction using the selected valid charge number. As discussed previously, Risafi (Fig. 3a, col. 11, line 16) shows an expiration date 308 provided on a card which is common. But Stimson in view of Risafi does not show expiring the one or more charge numbers after authorizing a purchase transaction as recited in claim 36.

Further with respect to claims 38-41, though the use of email addresses is known, Stimson in view of Risafi does not show an email system, coupled to an issuing and transaction system and a storage device, that includes email communication between the user and the online merchant in conjunction consummating an online transaction between the user and an online merchant as recited in claim 38.

Further with respect to claim 44, Stimson in view of Risafi does not show a storage device which stores each valid charge number that has been utilized to consummate a *single purchase transaction* in an expired charge number database.

Further with respect to claims 45 and 46, Stimson in view of Risafi does not show an email system, coupled to a transaction system and a storage device, that includes email communication with online merchants that conduct online purchase transactions via the electronic communications network.

Further with respect to claim 47, Stimson in view of Risafi does not show a transaction system generating a valid expiration date to correspond with a selected valid charge number and providing the corresponding valid expiration date with the selected valid charge number via the electronic communications network in response to detecting a request for the charge number via the electronic communications network.

CONCLUSION

Applicant respectfully submits that for the reasons recited above and for various other reasons, the rejections have been overcome and should be withdrawn. Applicant respectfully submits therefore that the present application is in a condition for allowance and reconsideration is respectfully requested. Should this response be considered inadequate or non-responsive for any reason, or should the Examiner have any questions, comments or suggestions that would expedite the prosecution of the present case to allowance, Applicants' undersigned representative earnestly requests a telephone conference.

Respectfully submitted,

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